

REQUEST FOR PROPOSALS
ISSUED BY THE
NEW MEXICO LEGISLATIVE COUNCIL SERVICE
FOR THE
NEW MEXICO HOUSE OF REPRESENTATIVES

State of New Mexico
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, New Mexico 87501

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I. INTRODUCTION

A. Purpose of This Request for Proposals

The State of New Mexico's (State's) Legislative Council Service (LCS), on behalf of the New Mexico House of Representatives (House), is requesting proposals to replace the current House voting display and session management system.

The purpose of this Request for Proposals (RFP) is to select through a competitive procurement process a qualified offeror that has the experience and expertise to perform the services as described in the Scope of Work, Section VI of this RFP. Offerors shall be required to provide the services identified in the Scope of Work in consultation with the Procurement Manager and Project Manager.

B. Procurement Manager/Project Manager

The LCS has designated a Procurement Manager and a Project Manager who are responsible for the conduct of this procurement and whose names, addresses, emails and telephone numbers are listed below. The address for the Procurement Manager below should also be used for express or overnight courier deliveries.

RAÚL E. BURCIAGA, Director, LCS
Procurement Manager
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, NM 87501

raul.burciaga@nmlegis.gov
Telephone: (505) 986-4671
Fax Number: (505) 986-4680

M&E Engineering, Inc., Michel Fidel & Ann Quarles
Project Manager
1222 Luisa St., Suite B
Santa Fe, NM 87505

michel@mneengineering.com
annq@mneengineering.com
Telephone: (505) 983-2389
Fax Number: (505) 983-8776

Any inquiries or requests regarding this procurement shall be submitted in writing only to the Project Manager. Questions shall be clearly labeled and shall cite the specific RFP section that

forms the basis of the question. Offerors may contact only the Project Manager regarding the procurement during the course of this procurement. Any attempt to contact others may result in disqualification of the offeror. Other State employees do not have the authority to respond on behalf of the LCS. The LCS shall not assume responsibility for any answers or clarifications received from any source unless authorized in writing by the Procurement Manager to respond on the LCS's behalf.

C. Notice to Offeror

This procurement is governed by the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, and applicable rules. The code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities or kickbacks.

D. Background Information

The House is seeking proposals to replace its current voting and session management system. The current system, developed by International Roll Call, Inc. (IRC), has been in place since the 1980s and has not had substantive software changes since then. The computer hardware, large display boards (IRC/Daktronics, Inc.) and individual member voting buttons (seventy (70) members) used in the system are hard-wired and are part of the existing electrical and data management system of the House chambers.

The primary functions of the systems are to assist the House to keep track of bills, amendments and motions on the agenda, to track and display what bill/amendment/motion is being discussed and to record votes on bills, amendments and motions, as well as manage floor debate and discussion, create and manage the House calendar, track legislative and calendar days and create the daily journal of proceedings.

The offeror must propose a system to completely replace the current House voting and session management system, while allowing necessary parts (or all) of the current system to remain in place to function as a backup system.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. Procurement Schedule

The following schedule will be followed as closely as possible in the procurement of the services described in this RFP. The LCS reserves the right to revise this schedule without a formal amendment. Offerors will be notified, in advance, in the event a schedule revision is required:

(1) Issuance of RFP	May 5, 2014
(2) Deadline for Receipt of Acknowledgment of Receipt Forms	May 9, 2014
(3) Deadline for Receipt of Written Questions	May 19, 2014
(4) Pre-Proposal Conference	May 15, 2014
(5) Response to Written Questions and RFP Amendments	May 22, 2014
(6) Deadline for Submission of Proposals	May 30, 2014
(7) Proposal Evaluation and Selection of Finalists	Week of June 2, 2014
(8) Oral Presentations by Finalists (if necessary)	June 9, 2014
(9) Notice of Contractor Selection	Week of June 9, 2014
(10) Contract Preparation	Week of June 16, 2014
(11) Contract Effective Date	No later than July 1, 2014
(12) Substantial Completion	October 1, 2014
(13) Training and Testing Completion	By November 30, 2014

B. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Paragraph A of this section.

(1) Issuance of RFP

This RFP is being issued by the LCS on May 5, 2014.

(2) Acknowledgment of Receipt Forms Due

An offeror should hand-deliver or return by certified mail, overnight courier or email the "Acknowledgment of Receipt of Request for Proposals Form" that accompanies this document (see Appendix A) to have its organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization and must be received by the LCS by 5:00 p.m. Mountain Daylight Savings Time on May 9, 2014.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of

receipt, and the offeror's organization shall be responsible for meeting any changes and requirements in the RFP.

(3) Deadline to Submit Written Questions

An offeror may submit written questions until 5:00 p.m. Mountain Daylight Savings Time on May 19, 2014. All written questions must be addressed to the Project Manager (see Section I, Paragraph B).

(4) Pre-Proposal Conference

A pre-proposal conference will be held on May 15, 2014 at the discretion of the LCS and, if held, will be in Santa Fe, New Mexico. An offeror is encouraged to submit written questions in advance of the conference to the Project Manager (see Section I, Paragraph B). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. A public log will be kept of the names of potential offerors that attended the pre-proposal conference.

Attendance at the pre-proposal conference is strongly encouraged.

(5) Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on or about May 22, 2014 to each offeror whose organization name appears on the procurement distribution list. An Acknowledgment of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated and hand-delivered or returned by email, overnight delivery or certified mail by the date indicated thereon.

(6) Deadline for Receipt of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR HIS DESIGNEE NO LATER THAN 3:00 P.M. MOUNTAIN DAYLIGHT SAVINGS TIME ON MAY 30, 2014. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph B. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the LCS Request for Proposals for House Voting and Session Management System. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors or to the public prior to contract award.

(7) Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee. This process will take place the week of June 2, 2014. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by any offeror.

(8) Selection of Finalists and Oral Presentations

The Evaluation Committee will select and the Procurement Manager will notify the finalists the week of June 2, 2014. Only finalists will be invited to participate in the oral presentation of June 9, 2014.

(9) Notice of Contractor Selection

The LCS shall notify the selected offeror of its intent to award the week of June 9, 2014 telephonically, with confirmation by email or regular mail to follow. However, the LCS reserves the right to delay the contract award until after that date if such a delay is in the best interest of the State. The contract will be awarded to the offeror whose proposal is most advantageous to the State, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have the lowest cost.

(10) Contract Preparation

Contract preparation will be conducted with the selected offeror during the week of June 16, 2014. In the event that mutually agreeable terms cannot be reached within the time specified, the LCS reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

(11) Contract Effective Date

The anticipated contract start date is no later than July 1, 2014. No work may be performed by the offeror until the contract is fully executed. The LCS assumes no liability for any work performed by the selected offeror in anticipation of a binding contract.

(12) Substantial Completion

The system must be fully operational by October 1, 2014 and ready for testing and staff training.

C. Amendments to RFP

Any amendments to this RFP will be issued to all offerors that have returned the Acknowledgment of Receipt Form. The offerors will be required to acknowledge receipt of the amendments in writing.

D. General Requirements

This procurement shall be conducted in accordance with the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, and applicable rules.

(1) Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the "Conditions Governing the Procurement" section of the RFP in the letter of transmittal. Submission of a proposal constitutes acceptance of the evaluation factors contained in Section V of this RFP.

(2) Incurring Cost

Any cost incurred by the offeror in preparation, transmittal and presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

(3) Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the LCS. The LCS shall make contract payments to only the prime contractor and shall consider the selected offeror to be the sole point of contact with regard to any contract.

(4) Subcontractors

Use of subcontractors shall be clearly explained in the proposal. Subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance. No subcontractor shall be added or changed without notification to and approval of the LCS.

(5) Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such in the transmittal letter. LCS personnel shall not merge, collate or assemble proposal materials.

(6) Offeror's Right to Withdraw Proposal

An offeror shall be allowed to withdraw its proposal at any time prior to the deadline for receipt of proposals. The offeror shall submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement statutes or rules.

(7) Proposal Offer Firm

Responses to the RFP, including proposal prices, will be considered firm and valid for sixty (60) days after the due date for receipt of proposals.

(8) Disclosure of Proposal Contents

All proposals shall be kept confidential until the contract is awarded. At that time, all proposals and documents pertaining to the proposals shall be open to the public, except for the material that is identified as proprietary or confidential. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 through 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal shall be so disclosed. The offeror shall notify the Procurement Manager ten (10) days in advance of instituting legal action intended to prohibit disclosure. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

(9) No Obligation

This procurement in no manner obligates the State or any of its agencies to the eventual purchase of services offered until a valid written contract is executed.

(10) Termination

This RFP may be canceled at any time, and any and all proposals may be rejected in whole or in part if the LCS determines such action to be in the best interest of the State.

(11) Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated or modified if sufficient appropriations or authorizations do not exist. Such termination shall be effected by sending written notice to the contractor. The LCS's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the contractor as final.

(12) Legal Review

The LCS requires that each offeror agree to be bound by the General Requirements, this section of this RFP. Any offeror's concerns shall be promptly brought to the attention of the Procurement Manager.

(13) Governing Law

This procurement and any agreement with an offeror that may result shall be governed by the laws of the State.

(14) Basis for Proposal

Only information supplied by the LCS in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

(15) Contract Terms and Conditions

The contract between the LCS and a contractor shall follow the format specified by the LCS. The LCS reserves the right to negotiate the provisions with a successful offeror in addition to the provisions contained in this RFP. The provisions of this RFP, as revised or supplemented, and the successful offeror's proposal shall be incorporated into the contract.

Should an offeror object to any of the LCS's contract terms and conditions, the offeror must propose specific alternative language. General references by an offeror to the terms and conditions or attempts at complete substitutions are not acceptable to the LCS and shall result in disqualification of the offeror's proposal.

An offeror shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

(16) Offeror's Terms and Conditions

An offeror shall submit with the proposal a complete set of any additional terms and conditions that it requests to have included in a contract negotiated with the LCS.

(17) Contract Deviations

Any additional terms and conditions that may be the subject of negotiation shall be discussed only between the LCS and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

(18) Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Procurement Manager shall reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

(19) Right to Waive Minor Irregularities

The Evaluation Committee and the LCS reserve the right to waive minor irregularities. The Evaluation Committee and the LCS also reserve the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee and the LCS.

(20) Change in Contractor Representative

The LCS reserves the right to require a change in the contractor representative if the assigned representative is not, in the opinion of the LCS, meeting its needs adequately.

(21) Imposition of Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities or kickbacks.

(22) LCS Rights

The LCS reserves the right to accept all or a portion of an offeror's proposal.

(23) Right to Publish

Throughout the duration of this procurement process and contract term, a potential offeror, offeror or contractor shall secure from the LCS written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

(24) Ownership of Proposals

All documents submitted in response shall become the property of the LCS and the State.

(25) Contract Notice of Award Date

The LCS reserves the right to delay the notice of award of contracts until after the date indicated on the schedule if such a delay is in the best interest of the State.

(26) Email Address Required

A part of the communication regarding this procurement will be conducted by email. The offeror must have a valid email address to receive this correspondence.

(27) Use of Electronic Versions of This RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by the LCS, the version maintained by the LCS shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

An offeror shall submit only one (1) proposal.

B. Number of Copies

An offeror shall provide six (6) identical copies of its proposal, each bound separately, to the location specified in Section I, Paragraph B, along with one (1) electronic copy.

C. Proposal Format

Each proposal shall be printed on standard 8 1/2 x 11-inch paper and placed within a binder or bound with tabs delineating each section. Larger paper is permissible for charts, spreadsheets and other graphics. A proposal submitted by facsimile or other electronic means, except for the one (1) electronic copy required by Paragraph B of this section, will not be accepted.

(1) Proposal Organization

The proposal shall be organized and indexed in the following format and shall contain, as a minimum, all listed items in the sequence indicated:

- (a) Letter of Transmittal;
- (b) Table of Contents;
- (c) Proposal Summary;
- (d) Response to Mandatory Specifications;
- (e) Response to Terms and Conditions;
- (f) Offeror's Additional Terms and Conditions;
- (g) Completed Forms from Appendices A, B and C; and
- (h) Other Supporting Material (optional).

Within each section of its proposal, an offeror must address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected.

The proposal summary may be included by an offeror to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced in other portions of the offeror's proposal.

An offeror may attach other materials that it believes may improve the quality of its responses. However, these materials should be included as items in a separate appendix.

(2) Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal. The letter of transmittal shall:

- (a) identify the submitting organization;

(b) identify the name and title of the person authorized by the organization to contractually obligate the organization;

(c) identify the name and title of the person authorized by the organization to negotiate the contract on behalf of the organization;

(d) identify the name(s) and title(s) of the person(s) to be contacted for clarification of the proposal;

(e) explicitly indicate acceptance of the conditions governing the procurement stated in Section II, Paragraph D(1);

(f) be signed by the person authorized to contractually obligate the organization; and

(g) acknowledge receipt of any and all amendments to this RFP, if applicable.

IV. QUALIFICATIONS/INFORMATION REQUIREMENTS

An offeror should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

1. References. The offeror shall provide references that are using supplies and/or services of the type proposed in this RFP or of a substantially similar nature to reflect the ability to create the voting and session management system required. The references may include legislatures or other entities where the offeror, preferably within the last five (5) years, has successfully completed installation and implementation of a voting and session management system. At a minimum, the offeror shall provide the customer's name, the location where the supplies and/or services were provided, contact person(s), the customer's telephone number and email address, a complete description of the service type and dates the services were provided. These references may be contacted to verify the offeror's ability to perform the contract. The LCS reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract.

2. Resumés/Company Profile and Experience. The offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. The offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. A resumé or summary of qualifications, work experience, education, skills, etc., that emphasizes previous experience in

this area should be provided for all key personnel, including the company's on-site project manager, who will be involved with any aspect of the services provided.

3. Ability to Meet Supply Specifications. The offeror shall provide information as to its ability to meet the following supply specifications, as more specifically detailed in Section VI.

- * System Components
- * General System Operations
- * General System Requirements
- * Other Requirements and Options
- * Installation and Training
- * Warranty and Extended Maintenance

4. Method of Providing Services. The offeror shall provide a work plan and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do; the time frames necessary to accomplish the work; and how the work will be accomplished to meet the contract requirements as more specifically detailed in Section VI.

5. Product Demonstration. Offerors must be prepared to demonstrate all aspects of their system. The LCS reserves the right to interview only the highest scoring offerors or to interview all offerors, at its discretion.

6. Cost Proposal. Offerors must provide a detailed line-item cost per component, installation costs and maintenance costs for the system as outlined in Section VI.

V. EVALUATION

The Evaluation Committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. The Evaluation Committee will be the sole judge in the selection of the finalists. Evaluation Committee members will be familiar with particular aspects of this procurement and standards or criteria for the specific areas of the RFP.

A. Evaluation Process

(1) Each offeror's proposal will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed nonresponsive may be eliminated from further consideration.

(2) The Evaluation Committee may at its option waive requirements as specified in Section II, Paragraph D(19).

(3) The Procurement Manager may at his option contact an offeror for clarification of responses.

(4) The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph D(18).

(5) Responsive proposals will be evaluated on the factors in Paragraph B of this section, which have been assigned a point value. The responsible offerors with the highest scores will be elected as finalists based upon the proposals submitted. The responsible offeror whose proposal is most advantageous to the State, taking into consideration the evaluation factors in Paragraph B of this section, will be recommended by the Evaluation Committee for contract award to the LCS. A serious deficiency in the opinion of the Procurement Manager in the response to any one factor may be grounds for rejection regardless of overall score.

B. Evaluation Point Table Summary of Factors

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals.

Factor	Points
(1) References	50
(2) Relevant Firm Experience and Staff Expertise	100
(3) System Components	150
(4) System Operation	300
(5) Training, Warranty and Extended Maintenance	100
(6) Product Demonstration	150
(7) Cost	150
Total	1,000

C. Evaluation Factors

Points will be awarded on the basis of the following evaluation factors:

(1) References

See Section IV, Paragraph 1.

(2) Relevant Experience and Project Staff Expertise

The offeror's relevant experience with tasks similar to those described in the Scope of Work will be evaluated. The offeror's staff experience of proposed project staff members on tasks similar to those described in the Scope of Work will be evaluated for quality of work delivered.

(3) System Components

The offeror's proposed system components will be evaluated on how the hardware and software meet the requirements listed in the Scope of Work.

(4) System Operation

The offeror's system operation will be evaluated on the soundness of approach to accomplish the goals of the project and to successfully accomplish all tasks described in the Scope of Work.

(5) Training, Warranty and Extended Maintenance

The offeror's training, warranty and extended maintenance proposal will be evaluated on the offeror's ability to meet specifications outlined in Section VI, Paragraph E.

(6) Product Demonstration

The offeror should demonstrate the ability to show how the product will best meet the requirements in the Scope of Work.

(7) Cost

$$\frac{\text{Lowest Responsive Offer or Total Cost}}{\text{Offeror's Total Cost}} \times 150 = \text{Award Points}$$

VI. SCOPE OF WORK

The goal of this project is to provide a system for the management of legislative sessions, including managing the agenda, voting and interaction among members, and to acquire the hardware needed to install this system. The entire system will be a stand-alone system and will communicate among the various components via an independent Wi-Fi system used solely for this purpose or on an independent subnetwork.

A. Solutions and Services

The selected vendor must provide the following solutions and services:

- (1) provide the voting and session management software;
- (2) develop, as an option, a wireless network upon which the system will operate;
- (3) customize the software to the functional and workflow requirements of the House;
- (4) provide a plan to install the voting and session management software and any related hardware and wiring, if necessary. This must be within a maximum of ninety (90) days of contract signing and allow for an on-site testing and training period completed prior to November 30, 2014;
- (5) install and configure the complete network system (for the wireless network option) and the necessary hardware; provide the infrastructure and materials needed for this purpose; and configure the system for immediate use (***hardware must NOT be exclusive to any single vendor; it should be readily available in the market, and several options should be available**);
- (6) conduct software installation and configuration;
- (7) test the system;
- (8) provide training on system configuration, operation and usage;
- (9) perform software and hardware maintenance; and
- (10) provide operations and user manuals for all segments and components.

B. Electronic Voting and Session Management System Requirements

The electronic voting and session management system should provide the following seven (7) components:

- (1) a member component that allows members to interact with the system during the legislative session; using a ten (10)-inch (minimum) touchscreen located at members' desks;
- (2) a speaker component specific to the presiding officer of the House to manage the session and to interact with the system;
- (3) an operator component that allows the operator to manage all aspects of the session and to interact with the system;
- (4) a display component for displaying system information;
- (5) a report component that can generate detailed reports on the data in the system;
- (6) a printing component that enables printing reports and information from the system; and
- (7) a calendar component that enables users to add items to or edit items in the schedule and upload documents, such as amendments presented on the House floor.

C. Components

The selected solution must comprise:

(1) Session Management and Voting Software. This software should manage requests to speak on legislation and separately and simultaneously to speak on an amendment, manage voting and manage the House document repository. The workflow must be capable of being tailored to adapt to each type of agenda item under discussion. A display output that projects session information (e.g., voting, current agenda item, etc.) on the House chamber screens and on touchscreens placed on each member's desk must be part of the system. The system must be managed in a completely centralized way and must run on the hardware components described below. The session management and voting software must function according to House rules, procedures and requirements and should be installed on **standard hardware readily available in the market.**

(2) Member Interface. The member terminals should allow members to access the system through the use of a unique user name or password, but with the option to require multi-factor authentication, such as smart-card or fingerprint verification in the future. Members must

be able to access the following set of features: request to speak; voting; attendance; document display; agenda item workflow; and notifications sent from the operator.

(3) Operator Interface. The operator terminal should allow the operators to access the system only through the use of a unique user name and password with the ability to require multi-factor authentication, such as smart-card or fingerprint verification. Operators should have full local network administrative rights and will be able to access the following set of features: management of the session agenda; configuration and allocation of the members' terminals; quorum control; request to speak; voting management and reporting; ability to import documents and information for display; scanning; and access of House databases.

(4) Interface for the Speaker of the House. The Speaker of the House's terminal should allow the Speaker of the House to access the system only through the use of a unique user name and password with the ability to require multi-factor authentication, such as smart-card or fingerprint verification. The Speaker of the House's terminal should provide a subset of the features provided through the operator terminal, which allows the Speaker of the House the ability to control the quorum and voting process and manage who can speak and when. Additionally, the software must provide the flexibility to activate other features if required by the Legislature.

(5) Application Hosting. The voting and session management software should be hosted on one or more application servers in the State Capitol as well as a remote server that can be accessed by the vendor and the House network administrator to facilitate system maintenance.

(6) Display System. The system should automatically display information from the session management and voting software to the wall display screens in the chambers and on the member tablets, as well as other locations at the Legislature's discretion;

(7) Hardware Options. House members should be able to access this new system from the member terminals.

(8) Wireless System. The wireless networking system must provide the same or better level of security (such as its vulnerability to outside access and attack) and reliability as a hard-wired LAN system performing the same functions and not interfere with the existing legislative wireless system in the House chambers. Offerors should address whether this guarantee is feasible and, if not, offer alternatives.

D. Installation

The contractor will be responsible for complete system installation following all manufacturer's guidelines.

(1) Time Frame. Installation and programming of the new system shall occur between July 1, 2014 and October 1, 2014.

(2) On-Site Requirements/Cleanup. Each offeror must visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. This can be accomplished during the pre-proposal conference. Failure to do so will not relieve the successful offeror of the obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The contractor shall adequately protect the work, adjacent property and the public in all phases of the work. The contractor shall be responsible for all damages or injury due to the contractor's actions or neglect. The contractor shall maintain access to all phases of the project pending inspection by the State or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. The contractor shall respond within seven (7) calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the expense of the contractor.

The contractor shall:

- (a) keep the premises free from debris and accumulation of waste;
- (b) clean up any oil or spills;
- (c) remove all construction smears and stains from finished surfaces; and
- (d) remove all construction equipment, tools and excess materials before final inspection and payment by the State.

(3) Existing Equipment. Offerors are asked to submit a cost quotation for removal and disposal of the existing vote/agenda system. The State will choose if removal will be done by the offeror or by the State. The State further reserves the right to retain the existing system equipment and components or have the contractor dispose of them.

E. Warranty and Extended Maintenance

(1) Warranty. The contractor will provide a minimum warranty period of six (6) months following installation acceptance and final testing. During the warranty period, the contractor will commit to rectify performance and remedy any problem that hinders the system operation, defined within the agreed-upon project scope (as defined by signed-off requirements, design specifications and user acceptance test documents) within one (1) business day. Payment for the warranty will occur on June 1, 2015 or on the date of final system acceptance, whichever

is later. The contractor should also submit an option to have a technician present on-site during the 2015 sixty (60)-day legislative session (priced separately).

(2) Extended Maintenance. The contractor shall provide continuous support for the software and hardware components of the systems in a manner that will assure the House of the availability of reliable voting and agenda display systems for any regular, special or extraordinary legislative session that occurs during the contract and warranty period. The contractor represents that it and its employees are professionally qualified and possess the requisite skills, knowledge, qualifications and experience to provide the services required under this contract.

The contractor agrees to provide the State with phone support for the House voting and agenda display systems. Phone support consists of answering questions and solving problems over the phone on how to operate and maintain the voting and agenda display systems installed in the chambers of the House. The contractor shall provide properly trained customer contacts with person-to-person interaction with a qualified representative, software developer or engineer who is trained to respond to customer questions, as well as diagnose and resolve software and hardware issues that arise. The contractor shall make all reasonable efforts to resolve coding errors or provide work-around or patches to solve the problems reported by the State. The contractor shall provide a list of contact numbers at which contractor employees can be reached twenty-four (24) hours a day, seven (7) days a week.

Once a call is made by the State and the problem is identified, the contractor shall advise the State of a corrective procedure if one is available, or, if a solution is not immediately available, the contractor shall take the necessary steps to address the issue, including issuing software updates. The State shall provide details regarding the problem, including supporting materials, via email. If remote access to the system is available, the contractor shall provide remote diagnostic support.

Corrected voting system and agenda display system software is covered under this maintenance support contract at no additional charge. The contractor shall provide minor software changes at no additional charge. Minor software changes shall be provided upon request of the State. The contractor shall supply the State with core upgrades of software for the State's systems as they become available to all customers of the contractor. The operating system software license, operating systems and network software upgrades are the property of the State. The State shall maintain the operating system and any software that is not provided by the contractor.

In the event that a software request exceeds a minor change, it will be dealt with on an individual basis, with an estimate of required programming time provided based at an hourly rate agreed upon by both parties.

Hardware repairs to contractor-supplied parts shall be made at no additional charge. Hardware repairs shall be made on an exchange basis. Hardware repair does not include computers, monitors, file servers, printers and network cards or other network devices installed by the State.

The contractor shall supply the State with on-site spare parts inventory for all components of contractor-supplied hardware that is subject to failure.

The contractor shall provide technical training to the individuals designated by the State as necessary to permit the trained persons to perform minor technical services on the voting and agenda display systems.

If on-site assistance is required after the initial warranty period, the State will reimburse the contractor for travel to Santa Fe and per diem expenses, as provided in this subsection. A request for reimbursement of each expense must be supported with paid receipts. Travel must be by the least expensive class service available for commercial air travel. Reimbursement for meals shall be at the existing State rate. Reimbursement for lodging shall be the actual cost of lodging, not to exceed federal standard CONUS rate per day, plus tax. Rental car costs shall be reimbursed at the actual rate. No other costs shall be reimbursed.

F. Acceptance Criteria

(1) Installation Acceptance and System Testing. Following system installation, there will be one (1) month dedicated to initial, concentrated system testing in October 2014. The contractor and State will work together to test all aspects of the system. System installation acceptance is scheduled for November 30, 2014. The state may have an independent network security assessment conducted if a wireless system is installed by the contractor, and the contractor will address any deficiencies before acceptance.

(2) Training. The contractor will provide training to key State personnel on the daily operation and upkeep of the system. The system will be available October 2014 through December 2014 for user training and familiarization.

(3) Final System Acceptance. The State defines final acceptance of the completed system as the State's written acknowledgment that:

* the completed system has been in successful production for six (6) calendar months with an absence of problems or defects (as defined and determined by the State) of the following types:

- * no occurrence of failure or defect that has a mission critical impact;
- * no occurrence of failure or defect that is critical for business continuity;
- * no occurrence of failure or defect that creates an instance where the entire application or parts cannot be used;
- * no occurrence of failure or defect that cannot be corrected with an acceptable work-around; and
- * levels of system availability, application response time and other performance criteria are met.

A problem or defect is defined as when the system does not operate as approved by the deliverable documents as accepted and signed by the State. In all instances of problems or defects, the State will provide the contractor the opportunity to resolve the problem or defect.

G. General Specifications

This is an outline of the basic functional requirements needed to assist the offeror in evaluating the needs of the requested software and its hardware support components.

1. General requirements. The system shall:

- 1.1 allow for the creation and modification of a comprehensive database of all members of the Legislature (full name, party, etc.);
- 1.2 allow for the configuration of a layout of the seats of all members;
- 1.3 have the ability to manage the legislative voting process and be configured for custom workflow, including amendment speaking order;
- 1.4 have the ability to manage the agenda of the legislative session;
- 1.5 automatically change workflows depending on the type of agenda item under discussion;
- 1.6 provide a document repository that can be reviewed by users during the legislative session;
- 1.7 display the voting results by screen and on paper, as necessary;
- 1.8 provide access control features for user profiles; and
- 1.9 allow for unique user name and password authentication.

2. Operator component. The system shall:

- 2.1 allow for the configuration and seat allocation of each member;
- 2.2 allow for the operator to instantly generate detailed reports on legislative session activity;
- 2.3 provide legislative session attendance control;
- 2.4 allow the operator to configure the session type (regular, special, extraordinary);
- 2.5 provide quorum management;
- 2.6 provide agenda management, allowing the operator to import, modify and open each agenda item, as required;
- 2.7 allow for the definition of agenda items before and during the legislative session by importing a file from an existing database and manually creating or editing the information from the user interface;
- 2.8 allow for countdown timer control, allowing the operator to pause, continue and stop the time for each speaker;
- 2.9 manage the voting process, choosing the required vote (simple, absolute, extraordinary), its duration and when it opens and when it closes;
- 2.10 allow for choosing from the following voting options (yes, no, excused) and the request-to-speak option;

- 2.11 allow for the presenting of vote information on chamber monitors and for other functions that may be beneficial to members;
- 2.12 allow for the presenting and printing of voting results;
- 2.13 allow for sending customized information to the member screens, such as the day's agenda items, notifications or voting results;
- 2.14 provide the operator with all access control data and attendance statistics in real time; and
- 2.15 provide an interface that is clearly structured and designed, making it easy for the operator to move between functionalities from a single screen. Operators must not be required to use separate software modules to manage the system's features.

3. Speaker component. The speaker component must display all the relevant aspects and information of the operator component as a visual display in a "read only" mode.

4. Member component. The member component shall:

- 4.1 be a touchscreen display terminal; ten (10)-inch touchscreen or larger;
- 4.2 allow members to read documents sent to them by the operator from the House repository on their touchscreen displays;
- 4.3 allow members to vote and use the request-to-speak options; and
- 4.4 display the voting results and the agenda item under discussion.

5. Display component. The display component should:

- 5.1 allow for the automatic sending of system information to the screens of the members and the wall display screens;
- 5.2 allow for display of the following information:
 - item(s) under discussion;
 - custom messages;
 - current and next speaker;
 - current voting status of members; and
 - current voting results; and
- 5.3 allow for other custom information to be displayed as needed.

6. Reporting component. The reporting component shall:

- 6.1 allow users to create dynamic reports on demand;
- 6.2 allow the generation of the following reports:
 - daily attendance reports;
 - end of session aggregate attendance reports;
 - daily absentee reports;
 - session absentee reports; and
 - voting results by agenda item;
- 6.3 allow for reports to be graphically displayed (e.g., to be used to display statistics);

- 6.4 allow for the displaying of results in different ways (graphics and data);
- 6.5 allow for the ordering of reports by different fields; and
- 6.6 allow the operator to generate custom reports (attendance, support or any other reports configured in the system that are deemed useful to the Legislature).

7. Printing component. The printing component shall allow the operator to print information from the system, including bills, resolutions, notes, reports, etc.

8. System general requirements — flexibility and ease of use. The system shall:

- 8.1 be built on Microsoft compatible technologies and should preferably support an internet application interface;
- 8.2 be integrated with all hardware components;
- 8.3 provide the highest level of security in regard to the voting process so that it is impossible for unofficial alteration of results;
- 8.4 provide access to information in real time;
- 8.5 follow a modular design that allows replication of components if the system needs expansion in the future;
- 8.6 be flexible enough to allow the addition of new features;
- 8.7 be configurable to allow integration with new hardware components if needed in the future (audio systems, biometric systems, etc.);
- 8.8 allow integration with different brands of hardware components and conference systems;
- 8.9 include user interfaces designed for use by a touchscreen device; and
- 8.10 facilitate the management and maintenance of the platform and the software application so that the vendor can access it.

9. System general requirements — cryptographic mechanisms. The system must:

- 9.1 use cryptographic means to ensure the integrity of the results, preventing manipulation or removal of valid votes;
- 9.2 store all of the important actions performed by the system in logs that are protected by means of cryptographic mechanisms, ensuring that no one manipulates the entries stored in the log; and
- 9.3 encrypt the votes and send the votes to the voting servers, where the votes will be counted along with the votes from the other members of the House who voted.

10. System general requirements — voting integrity. The system must:

- 10.1 ensure the integrity and authenticity of the votes;
- 10.2 guarantee that the votes cannot be tampered with at any moment during the process;
- 10.3 be user-friendly and require minimal training to operate; and
- 10.4 follow all legislative rules for voting.

11. Hardware requirements. The system shall be composed of standard, readily available hardware and provide the following components:

- 11.1 a display system that allows for the capturing and sending of data to member screens;
- 11.2 a speaker terminal that will execute the required software for presenting the software component of the speaker module;
- 11.3 an operator terminal that will execute the required software for presenting the software component of the operator;
- 11.4 no more than ninety (90) member terminals (touchscreens) that will execute the required software for presenting the software component of the module;
- 11.5 an application server environment that will allow for the installation of the software applications;
- 11.6 a wireless system that will perform as reliably and securely as a hard-wired system (or an alternate system that will do so, such as a wired LAN system); and
- 11.7 monitors for display of votes and messages in the House chamber and House lounge.

12. Audio system. The central unit of the system should allow for audio output to the House audio system for video displays on the House chamber displays.

13. Display system. The system should be able to run a software video component and provide data to the screens throughout the chamber.

14. Application server(s). The application server(s) must:

- 14.1 provide a safe and secure backup system or mechanism; and
- 14.2 allow for the installation of all software application components and ensure their correct operation during legislative sessions.

VII. COST PROPOSAL

The following costs should be shown in the proposal. See Appendix B for format and further details.

1. Software on-site implementation: creation of the software described in the RFP (which will become the property of the House); training of House information technology staff to the satisfaction of the House Chief Clerk; testing of a completed system by November 30, 2014; testing of member displays (and backups); and connection to system. The House Chief Clerk would prefer that the State would be able to modify the functionality of the software at will, so vendors should indicate whether they are willing to release their software source code to the State and, if so, at what cost and under what conditions, and how this would affect warranty and maintenance provisions, if at all.

2. Computer server(s); terminals for operator, House Chief Clerk and Speaker of the House: this includes a server and a backup server; three (3) computers to serve the operator,

House Chief Clerk and Speaker of the House; three (3) touchscreen monitors (for operator, House Chief Clerk and Speaker of the House); all such equipment must be easily available on the open market from multiple providers.

3. Touchscreens for members and modules for fixed installation on desks (ten (10)-inch touchscreens or larger): voting software added on touchscreens, installed and tested on-site. Includes ninety (90) touchscreens configured for seventy (70) members, six (6) for House staff on the rostrum, one (1) for Speaker of the House on the rostrum, thirteen (13) backups; and seventy-five (75) desktop modules for fixed location of touchscreens; the suggested modules/holders for tablets may be of multiple materials but construction of special wood holders to match existing wood decor in the chambers would be preferred, or metal that would match color of member desktops.

4. Display screens for vote boards and message displays: replace the two (2) current voting display boards, which are approximately one hundred eight (108) inches wide by fifty-six (56) inches tall, and the two (2) current message boards, which are approximately eighty (80) inches wide by forty (40) inches tall; all screens should allow full-color graphic display; voting displays should hold at least seventy (70) names, bill and action information and vote totals readable from the floor and gallery. Offerors may provide for options (LCD or LED displays/single or multiple panels, e.g., or combinations, but must price each option separately). In addition, a common thirty-two (32)-inch (diagonal) television would be configured to display the same things as the vote boards and would be placed in the House lounge for the convenience of members. All such equipment must be easily available on the open market from multiple providers.

5. Auto feed scanner: capable of scanning and displaying scanned items on the message display boards and individual member tablets; be able to send to designated duplication machine for immediate printout.

6. Wireless network system: capable of securely and reliably connecting voting, session management and display systems. Alternately, cost of rewiring House chambers to connect system via hard-wired House subnetwork.

7. Annual service contract/maintenance fee: cost of an annual service contract that describes the support process; twenty-four (24)-hour session support service; remote voting system support service; corrective software support; software programming; corrective hardware support; providing spare parts; system updates; documentation; annual training services; and existence of provider support services and personnel in Santa Fe, New Mexico, or other cities.

8. Warranty: full coverage of at least six (6) months following acceptance of system through May 31, 2015; option of having a technician present full-time during the 2015 legislative session.

9. Installation options: The current voting system (using the hard-wired buttons) should be left operational to use as a backup system. The offeror should recommend whether the new voting and message displays can be used with the old system or if the old voting and message displays must be left intact for the old system to operate. Leaving the existing voting and message boards will entail removing them after the session and placing the temporarily located new displays, tablets and equipment in the proper places. Offerors should price each option separately.

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APPENDIX A

Acknowledgment of Receipt Form

REQUEST FOR PROPOSALS

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix D.

Only potential offerors who return this form will receive copies of all offeror written questions and the LCS's written responses to those questions as well as Request for Proposals amendments.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL ADDRESS: _____

FAX NO.: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposals.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

Return this acknowledgment to arrive no later than May 9, 2014 at 5:00 p.m. Mountain Daylight Savings Time to:

Raúl E. Burciaga, Procurement Manager
Legislative Council Service
490 Old Santa Fe Trail, Suite 411
Santa Fe, NM 87501
raul.burciaga@nmlegis.gov

APPENDIX B
COST REPORT FORM

SUMMARY OF PROPOSED COST

The offeror listed below submits the following project price for each alternative to complete the requirements as outlined in this Request for Proposals for the State of New Mexico.

Option A	Option B	Option ____ Etc.
\$ _____	\$ _____	\$ _____

Offeror Name: _____

DETAIL OF PROPOSED COSTS

Fully describe in detail each component and per unit cost, if applicable, and total component cost.

Session Management and Voting Software
Software with Source Code
Chamber and Lounge Display Screens (options priced separately)
Server
PCs
Member Vote/Display Touchscreens
Operator Interface Terminals for Operator, Clerk and Speaker
Wireless Network System
Alternate System Components (using wired LAN)
Cabling
Scanner
Long-Term Service/Maintenance (annual cost)
Display Installation Options
Removal of Existing System
Full Warranty (minimum six months)
Testing and Training
Options
Other

Total Cost of Each Alternate System

APPENDIX C

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Laws 2006, Chapter 81, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether the prospective contractor, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole-source or small-purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THE PROSPECTIVE CONTRACTOR, A FAMILY MEMBER OR A REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole-source or small-purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole-source or a small-purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s):

Signature

Date

Title (Position)

— OR —

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX D

DRAFT CONTRACT

STATE OF NEW MEXICO

Legislative Council Service

Agreement for _____

GENERAL AND SPECIAL PROVISIONS

5.1 Term. This Contract shall be effective on the date that the last of the parties to the Contract signs the Contract and will terminate as set forth in the Contract.

5.2 Termination. The Contract may be terminated by either of the parties thereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.

5.3 Status of Contractor. The Contractor and Contractor's agents and employees are independent contractors performing services for the LCS and are not employees of the State of New Mexico. The Contractor and Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles or any other benefits afforded to employees of the State of New Mexico by virtue of the Contract.

5.4 Assignment. The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the LCS. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of this Agreement.

5.5 Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the Director of the LCS.

5.6 Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the LCS and the State Auditor. The LCS shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose the right of the LCS to recover excessive or illegal payments.

5.7 Release. The Contractor shall, upon final payment of the amount due under the Contract, release the LCS, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under the Contract.

The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed in the Contract by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

5.8 Conflict of Interest. The Contractor warrants that the Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under the Contract. The Contractor further warrants that the Contractor will not violate the provisions of Section 10-16-8 or 10-16-13 NMSA 1978 by entering into the Contract.

5.9 Amendment. The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.

5.10 Merger. The Contract incorporates all of the agreements, covenants and understandings between the parties concerning its subject matter. No prior agreement or understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the Contract.

5.11 Applicable Law. The Contract shall be governed by the laws of New Mexico.

5.12 Appropriation. The terms of the Contract are contingent upon sufficient appropriations and authorization being made by the New Mexico Legislature. If sufficient appropriations and authorization are not made by the New Mexico Legislature or other funding agency, the Contract shall, notwithstanding the provisions of any other paragraph of the Contract, terminate immediately upon the Contractor's receipt of written notice of termination from the LCS. The LCS's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5.13 Notice. The Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

5.14 Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under the Contract. If the Contractor is found to be not in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.

5.15 Dispute Resolution. If a dispute arises under the provisions of this Contract, the parties shall make a good faith attempt to mediate the dispute through a mediator agreed to by the parties. If the parties cannot agree to a mediator, then the mediator shall be designated by the presiding judge of the First Judicial District Court. If the dispute is not resolved by mediation, the parties shall submit the dispute to binding arbitration. The arbitration shall be governed by the provisions of this section and the provisions of the Uniform Arbitration Act.

5.16 Indemnity. The Contractor shall hold harmless and indemnify the State of New Mexico against any injury, loss or damage, including cost of defense, arising out of the negligent acts, errors or omissions of the Contractor.

5.17 Insurance. The Contractor shall purchase and maintain insurance for protection from claims that may arise out of the Contractor's operations under the Contract, including operations by the Contractor and subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. A certificate of insurance shall be filed with the LCS prior to commencement of the work. The limits of liability for the insurance required by this section shall provide coverage for not less than the following amount or greater if required by law:

<u>Type of Coverage Required</u>	<u>Minimum Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability	Bodily Injury: \$1,000,000 per person/ \$1,000,000 per occurrence and Property Damage; or combined single limit coverage of \$1,000,000 per occurrence

5.18 Product of Service; Copyright. All work and rights to work produced, developed or acquired by the Contractor under the Contract, including ownership of any copyrights to work produced under the Contract, shall be transferred to and become the exclusive property of the State, and all materials developed or acquired under the Contract shall be delivered to the LCS not later than the termination date of the Contract. The Contractor and LCS acknowledge that the compensation paid to the Contractor is due consideration for transfer of ownership of any copyrights for work produced under the Contract.

5.19 Severability. It is the intention of the parties to the Contract that if any provision of the Contract is illegal, invalid or unenforceable under law effective during the term of this Contract, the remainder of the Contract shall not be affected.

5.20 Interchangeable Terms. For the purposes of all provisions within this Contract and all attachments to the Contract, the terms "Agreement" and "Contract" shall have the same meaning and are interchangeable.

5.21 Number of Documents. This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

5.22 Contract Documents. The Contract Documents, which constitute the entire Agreement between the LCS and the Contractor, are listed in Article 1 and, except for modifications issued after execution of this Contract, are listed as follows:

STATE OF NEW MEXICO
LEGISLATIVE COUNCIL SERVICE

By: _____
RAÚL E. BURCIAGA, Director _____, Contractor

Date: _____

Date: _____

N.M. Tax I.D. # _____

Federal Tax I.D. # _____

Resident Contractor # _____
(if any)